

AGREEMENT

1985--1987



between

THE BOARD OF TRUSTEES

of

GLOUCESTER COUNTY COLLEGE *Board of Trustees*

and

THE INTERNATIONAL UNION OF
ELECTRICAL, RADIO AND MACHINE WORKERS, AFL-CIO, *Local 442*

in behalf of

(CLERICAL EMPLOYEES)

of

GLOUCESTER COUNTY COLLEGE
LOCAL 442-IUE, AFL-CIO



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AGREEMENT

Between the Board of Trustees of Gloucester County College, operating under the provision of Public Laws of 1974, Chapter 123 of the State of New Jersey

AND

The International Union of Electrical, Radio and Machine Workers, AFL-CIO, in behalf of the Clerical Employees of Gloucester County College, members of Local 442, IUE, AFL-CIO.

This Agreement entered into this _____ by and between the Board of Trustees of Gloucester County College, hereinafter called the Board, and the International Union of Electrical, Radio and Machine Workers, AFL-CIO, hereinafter called the Union, represents a complete agreement between the parties.

ARTICLE I

GENERAL CONDITIONS

1.1 PURPOSE

It is the intent and purpose of the parties hereto to set forth herein the Agreement covering rates of pay, hours of work, and conditions of employment to be observed by the parties hereto and to secure closer and more harmonious relations between said parties.

1.2 RECOGNITION

The Board recognizes the International Union of Electrical, Radio and Machine Workers, AFL-CIO Local 442 as the exclusive bargaining agent for employees in the secretarial, clerical and telephone operator categories for the purpose of collective bargaining in respect to wages, hours and working conditions.

The term "employees" as used in this agreement shall include all full-time and regular part-time secretarial and clerical personnel but excluding those employees in the supervisory and confidential positions as specified in the list attached to the PERC certification of representative statement dated March 8, 1972 and PERC determination of June 22, 1978.

1.3 CONTRARY TO LAW

If any provision of this agreement or any application of this agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be void, but all other provisions or applications of this agreement shall continue in full force and effect.

ARTICLE II

RIGHTS OF PARTIES

2.1 RIGHT TO ORGANIZE

All present and newly hired employees covered by this agreement may on the thirtieth (30th) calendar day of employment, or thirty (30) days after the effective date of this agreement, whichever is the later, become members in good standing of the union and may maintain membership in the union during the life of this agreement.

2.2 DISCRIMINATION

There shall be no discrimination, interference, restraint, intimidation or coercion by the Board and its representatives or by the union and its representatives on account of any employee's sex, race, color, creed, marital status or national origin.

There shall be no discrimination against any employee on account of membership in the union.

2.3 RIGHTS AND FUNCTION OF MANAGEMENT

Subject to the provisions of this Agreement, the union agrees that supervision, management and control of Gloucester County College operations are exclusively the function of the administration and the Board and that the Board has the right to make such reasonable rules and regulations as it considers necessary or advisable for the orderly and efficient conduct of its operations.

It is the prerogative of the Board from time to time to modify, change, to select and determine all qualifications of employees, and the methods by which such qualifications are to be determined; to assign employees as the Board shall in its judgment determine

proper; to fix all or any assignments as to wages and hours which
need to be uniform.

The exercise by the Board of any one or more of its prerogatives,
as set forth above, shall not at any time be subject to collective
bargaining as provided in the Agreement; subject always to the
right of the Union to bargain collectively with the Board with
respect to salaries, grievances, and other conditions of employ-
ment, referred to in the Agreement. The Board retains all rights
not specifically conferred upon the Union.

2.4 CHECKOFF

For the duration of this Agreement, the College shall deduct the
monthly union dues and initiation fees, if payment is payable, on
a pro-rata bi-weekly basis, for those employees in the bargaining
Union whose written and signed authorization has been obtained by
the Union and forwarded to the Office of Personnel Services of
Gloucester County College.

The College shall forward a check for the total of such deductions
to the Financial Secretary of Local 442, IUE by the 15th day of
the month following the month for which deductions are made. The
following dues deduction authorization shall be in the form as
indicated on Appendix I.

2.5 REPRESENTATION FEE FOR NON-MEMBERS

A. The Union President shall submit to the college Personnel
Office a list of names of employees covered by this contract who
are not currently dues paying members. The college, in compliance
with State law and this agreement, will deduct from such employ-
ees' pay a representation fee equal to 85% of the amount set for

Union members. (This amount will be determined by the Union Treasurer, and is to be paid by payroll deduction.)

B. It is agreed by the parties to this Agreement that the Board shall have no other obligation or liability, financial or otherwise, (other than set forth herein) because of actions arising out of the understandings expressed in the language of this Article.

It is further understood that once the funds deducted are remitted to the Union, the disposition of such funds thereafter shall be the sole and exclusive obligation and responsibility of the Union.

C. The Union shall indemnify and save the Board (and College) harmless against any and all claims, demands, suits or other forms of liability including reasonable legal and/or representation fees resulting from any of the provisions of this Article or in reliance on any list, notice or assignment furnished under this Article.

2.6 SAFETY CONDITIONS

The President of the College or his designee and the Union chairperson or their designee shall comprise The Safety Committee. They shall meet monthly to review safety conditions for employees. The recommendations of the Safety Committee shall be forwarded to the Board of Trustees for consideration.

2.7 BULLETIN BOARDS

The College shall make available to the Union a bulletin board for the purpose of posting official Union notices.

2.8 UNION VISITATION

Officers or representatives of the Union (i.e., President, Vice-President, International Representative) shall, upon notice

to the President of the College or his designee, be admitted to the College during working hours for the purpose of ascertaining whether or not this agreement is being observed by the parties or for assisting in the adjustment of grievances.

2.9 ELECTED INTERNATIONAL UNION POSITION

Any one member of this bargaining unit will be granted a one year unpaid leave of absence to serve in an elected or designated International Union position. Application for such leave must be made at least 45 calendar days prior to the effective date of such leave, and notice of intent to return must be given at least 45 calendar days prior to expected date of return. If notice of intent to return is not received prior to the required date then this shall be understood as resignation.

A maximum total of five (5) unpaid days for convention attendance will be granted each year between July 1 and June 30. No more than one (1) Union member may use part of this total aggregate amount of leave at any one time, and application for such leave must be made at least thirty (30) days prior thereto.

ARTICLE III

HOURS AND OVERTIME COMPENSATION

3.1 WORK WEEK

The standards work week shall be thirty-five (35) hours per week, Monday through Friday, seven working hours per day, five (5) days per week, exclusive of one hour for lunch.

The College shall not be limited by any provision in this agreement from establishing a standard five-day work week other than Monday through Friday.

Staffing of any other shift will be offered by seniority first per job category. In the event no one accepts, the least senior qualified employee per job category will work the required time.

3.2 REST PERIOD

All employees will be allowed a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon as scheduled by the respective supervisors.

3.3 NOTIFICATION OF CHANGE

The Union shall be notified of any proposed changes in the above working schedule. Any differences or disputes concerning any such proposed changes shall be handled through the grievance procedure. Except in unusual circumstances when it cannot be anticipated, a Union member will be notified at least one week in advance of a permanent reassignment of duties.

3.4 OVERTIME COMPENSATION

All work performed in excess of thirty-five (35) hours and up to forty (40) hours in the standard work week shall be paid at the regular straight time rate.

All work performed in excess of forty (40) hours or on days other than during a standard work week and on Sundays shall be paid at one and one-half ($1\frac{1}{2}$) times the regular straight time rate. All work performed on Board approved holidays shall be paid at two and one-half ($2\frac{1}{2}$) times the regular straight time rate.

Union members, who have completed a normal work day and are required to return to work for evening assignments, will be entitled to a \$6.00 dinner allowance. Compensatory time for registration shall be scheduled at a time approved by the employee's supervisor and shall be proportionate to the appropriate amount of time to which the employee is entitled. If the employee elects not to receive such compensatory time, then compensation shall be in payment as appropriate.

3.5 NOTICE FOR OVERTIME

If overtime is required, the administration will endeavor to give notice of twenty-four (24) hours of overtime requirements and notice of forty-eight (48) hours of requested Sunday and holiday overtime. However, such notice shall be at least four (4) hours prior to the commencement of an overtime requirement unless agreed to by the employee.

No employee shall be compelled to work overtime on Sundays and holidays.

3.6 REPORTING IN

Employees who report to work at their regular starting time and have not been given sufficient notice not to report, shall be guaranteed at least seven (7) hours work or pay, except when the

inability to provide seven (7) hours work is due to an "act of God" beyond the control of the Board.

Employees shall be expected to report to work even though the College is closed for emergencies or inclement weather (per 814), unless notified to the contrary by the Personnel Office.

3.7 EXCUSED FOR INJURY

If any employee is injured in the performance of his/her duties during the course of the work day and requires medical or surgical attention, and is advised by medical personnel or the nurse not to return to work that day, he/she will be paid the balance of the regular work day on which such injury occurs at his/her regular hourly rate.

3.8 PERFORMANCE NOTICE

Each Union member will be notified in writing of disciplinary violations in performance of assigned duties and shall be entitled to sign such material prior to incorporation in his/her permanent personnel file, and upon request and at a reasonable time, may see his/her personnel file.

ARTICLE IV

SENIORITY

4.1 DEFINITION

Seniority shall be defined as the employee's length of continuous service beginning with the original date of reporting to work.

4.2 LAYOFF

A. When reducing the work force, the lesst senior employee within the job category will be given a two (2) week lsyoff notice (except in the case of sn act of God) and will be placed up for disposition.

B. An employee not having sufficient seniority to retain s job within his/her job cstegory will be permitted to displace the least senior employee in another job category, seniority permit-ting, providing the employee csn fulfill the requirements of the job.

C. An employee not fulfilling the requirements of the job as outlined in above psragraph B will then be laid off and placed on recall list.

4.3 RECALL

All employees shall be notified by certified mail, directed to the address of the employee as stated in the College records, to return to work and be allowed five (5) work days in which to report to work after such notice before any loss of seniority occurs.

Employees on layoff shall be recalled to work prior to the Board's hiring new employees for the jobs open by the layoffs. Employees

shall be eligible for recall when on layoff for a period not to exceed eighteen (18) months.

4.4 SENIORITY FOR UNION OFFICERS

All Union officers employed at Gloucester County College (i.e., President and Vice-President of Local 442, Union Chairperson, and Union Shop Steward of GCC), shall be deemed to have super seniority insofar as layoffs are concerned during the term of office to which they are elected. They will be returned to their regular standing on the seniority list upon termination of office.

4.5 TERMINATION

Seniority shall cease upon voluntary termination, discharge for just cause, and failure to return to work when recalled.

The Union chairperson shall be notified immediately of all discharges.

If a grievance is to be initiated because of a discharge, it shall be processed commencing with Step 2 of the grievance procedure.

If any discharge for just cause is found to be unfair or discriminatory, the employee shall be reinstated with full seniority rights and retroactive pay for all time lost, subject to any agreement made between the Union and the College authorities or subject to the decision of an arbitrator.

4.6 MILITARY LEAVE

All military leaves shall be dealt with in accordance with applicable Federal and Local regulations.

4.7 CHILD REARING LEAVE

Employees of either sex shall be granted unpaid leave of absence up to one (1) year for care of a newborn child under one-hundred-

twenty (120) days of age at the time the leave commences (or for
an adopted child less than five (5) years of age) provided that
where possible at least sixty (60) days prior written notice is
given the College. During such leave benefits shall be frozen.

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ARTICLE V

EMPLOYEE BENEFITS

5.1 A. ANNUAL VACATION

Employees shall receive ten (10) working days of vacation for the first year of employment, earned at the rate of one day per month commencing with the third month. After the first full year up to five (5) full years of service, the employee will receive twelve (12) working days vacation per year earned at the rate of one day per month. Commencing with the sixth (6th) year of service, the employee will receive fifteen (15) working days vacation per year earned at the rate of one and one-fourth (1 $\frac{1}{4}$) days per month. Effective June 30, 1986 employees who have completed at least 10 years of service shall receive the following vacation entitlement:

<u>Years Completed Service</u>	<u>No. of Days Vacation</u>
10	16 respectively
11	17 respectively
12	18 respectively
13	19 respectively
14	20 respectively

B. Vacation time must be taken in the college fiscal year or within three and one-half months (before October 15) of the year in which it is earned, except that ten days may be carried over until October 15 of the following year. In rare instances, vacation may be taken in the year immediately following, at the discretion of the President.

Vacation schedules are the responsibility of the supervisor and should be so arranged that efficiency of the office and the college may be maintained. Seniority will be given consideration in the arrangement of vacation schedules.

5.2 SICK LEAVE

Employees shall receive twelve (12) days sick leave per year accumulative, i.e., one (1) day per month.

Sick leave is subject to medical verification if requested by supervisors.

Sick leave will be credited to the employee on a pro-rated basis from the time of employment for those starting other than the start of the college fiscal year.

5.3 FAMILY ILLNESS

Employees may be absent from work because of a serious illness or contagious disease among members of the family residing in the employee's household (family includes father, mother, spouse, and children). Such time is to be charged against sick leave.

5.4 BEREAVEMENT

A paid bereavement leave of four (4) days maximum will be allowed for each death in the immediate family. Family shall mean: father, mother, siblings, wife, husband, children, stepchildren, grandchildren, grandparents, mother-in-law, and father-in-law.

In the event of the death of a member of the family other than those previously listed, a Union member may be entitled to one full day to attend the funeral.

5.5 HOLIDAYS

Holidays for the period of this contract shall be determined by	1
action of the Board.	2
5.6 <u>MEDICAL INSURANCE</u>	3
After the first two months of employment, the Board of Trustees	4
shall provide for each unit member full family coverage under	5
Hospital Service Plan of New Jersey (Blue Cross, U.C.R. Blue	6
Shield, Rider "J" and Major Medical).	7
5.7 <u>PRESCRIPTION PLAN</u>	8
Each employee shall receive Board initiated and funded Blue Cross	9
of New Jersey Prescription Plan (\$1.00 Deductible, Co-Pay).	10
5.8 <u>INSURANCE CARRIER(S)</u>	11
The Board and Union agree to negotiate on the merits of any	12
proposed change in insurance carriers based on the benefits of the	13
proposed plan(s), but not to include compensation for a less	14
expensive plan(s). Such negotiation shall be prior to any effec-	15
tive change to a different plan(s).	16
5.9 <u>SUPPLEMENTAL INSURANCE FUND</u>	17
The Board shall contribute \$150 per unit member to an interest	18
bearing fund in 1985-86 and \$300 per unit member in 1986-87. Such	19
supplemental insurance fund shall be jointly administered by the	20
Union designee and the Board.	21
5.10 <u>RETIREE COVERAGE</u>	22
All employees (and his/her spouse) covered by this agreement on	23
their retirement from the College shall be eligible for all health	24
insurance coverage currently in force at the employee's (or	25
spouse's) expense and at no cost to the College. In addition,	26
effective June 30, 1987 future retirees (as defined in Article	27

6.1) shall be provided single coverage basic health insurance coverage at the Board of Trustees' expense. Such retirement benefit shall be operative with the effective date of reception of N.J. retirement pension benefits.

5.11 TUITION WAIVER

Following the close of registration for both full and part-time students, employees and their dependents will be granted entrance, credit and waiver of tuition and activity fee to any class still open. Dependents shall mean: spouse and children.

5.12 PERSONAL LEAVE

Employees may be granted two (2) days personal leave with pay for bona fide personal business which cannot be handled outside of regular working hours, such as:

- A. Real estate closing
- B. Marriage of the unit member or a member of his/her immediate family
- C. Graduation of a member of the immediate family
- D. Required appearance in court wherein the employee is not in party and suit with the College

Request for such leave shall be in writing, except in the case of an emergency. In a personal emergency situation the employee shall notify the Personnel Office as soon as possible.

5.13 JURY DUTY

Employees who are required to be absent from work to serve on jury duty shall be paid the difference between the daily jury duty pay and their regular straight time daily pay.

5.14 RESPONSE TO EVALUATION

When an employee receives a written evaluation or letter of discipline, then the employee, within five (5) calendar days, may provide his/her immediate supervisor with a written response and the response will also be incorporated into the employee's personnel file.

5.15 MAKE-UP DAYS

Days of normal work which are proposed for closing (of the College) shall first be advised to the Union at least thirty (30) calendar days in advance and representatives of the Board and Union shall meet at a time of mutual convenience to resolve a method(s) to make up such time.

ARTICLE VI

RETIREMENT "BONUS"

6.1 A retirement "bonus" shall be effective June 30, 1987 based on a payment of \$27 per accumulated sick leave day provided that:

A. The employee had been employed actively by the College for 20 years.

B. The employee must provide at least one year's prior written notice of intent to retire.

C. The employee retires under the New Jersey Public Employees' Retirement System.

6.2 If the years of an employee's active College service is less than 20 but at least 10 full years, then the retirement "bonus" shall be proportional i.e., 11/20, 12/20 etc. to the maximum as per above.

6.3 The employee may elect to defer the retirement "bonus" compensation up to 12 months.

ARTICLE VII

GRIEVANCE PROCEDURE

7.1 DEFINITION

A grievance is a claim by an employee, covered by the agreement, that there has been a violation of the agreement. Each grievance filed will be accepted even if the viability is denied.

7.2 STEPS

The procedure for handling a grievance is outlined below. The purpose of this procedure is to secure, at the lowest level, an equitable solution to the claim.

STEP 1

Between the aggrieved employee on one hand and the immediate supervisor on the other hand. If no satisfactory agreement is reached between them in twenty-four (24) clock hours (except on Fridays or holidays when it should carry over to the next working day), the grievance shall be referred to:

STEP 2

The Union representative (or designee) on the one hand and the President (or designee) and the immediate supervisor on the other hand. If no satisfactory agreement is reached between them within seven (7) working days, the matter will be reduced in writing and referred to:

STEP 3

A grievance committee composed of the Union representative or designee on the one hand and the President of the College or designee on the other hand. If no satisfactory agreement is

reached between them within seven (7) days, the matter shall be referred to:

STEP 4

The Board of Trustees or their designees who shall review the grievance and attempt to resolve it to the satisfaction of the aggrieved employee. If no satisfactory agreement is reached within twenty (20) calendar days, the matter shall be dealt with as follows:

STEP 5

All differences, disputes or grievances between the parties that are not satisfactorily settled after the steps indicated above, at the request of either party, shall be submitted to arbitration within fifteen (15) days to the American Arbitration Association. Neither the Board nor the Union shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this agreement.

STEP 6

Copies of the arbitrator's determination shall be given to each party to this contract within thirty (30) days of hearing.

Acknowledging binding arbitration as the means of resolution for any dispute arising under the terms of this Agreement, the Union and all secretaries/clerks shall not cause, engage in, or sanction any strike, slow-down, or other concerted action for the duration of this Agreement because of any dispute or disagreement between the College, or its representatives, and the Union, or any and all

secretaries/clerks, or between any other persons, or other
employees or organizations who are not signatory parties to this
Agreement.

7.3 CONDITIONS

A. All time spent, during normal working hours, in the adjustment
of grievances and arbitration will be paid at straight time.

B. The time for meetings or for giving of decisions at each step
above may be extended by mutual agreement of the parties involved
in the particular or respective steps.

C. The Union and the Board shall share equally the arbitrator's
fee and expenses.

D. The Union and the Board shall have the right to bring in the
aggrieved person(s) in any of the above steps of the grievance
procedure as outlined above.

E. Anything to the contrary notwithstanding, any challenge to the
propriety of a discharge must be filed in writing to the Board
within five (5) working days from the date of the discharge or the
same will be deemed to have been waived.

F. A grievance may be withdrawn at any level.

ARTICLE VIII

SALARY SCHEDULE

8.1 Each member of the bargaining unit in the employment of the College during the 1985-86 fiscal year shall have his/her annual salary adjuated by \$844. per annum including increment and by an additional \$979 for 1986-87.

All Union employeea are classified as Level I except aa otherwiae noted.

Current security guard shall have his 1984-85 salary adjuated by \$844 for 1985-86 and by an additional \$979 for 1986-87.

LEVEL II:

Classification includes:

Bookkeeper/Cashier

Bookkeeper/Typist

Buyer Expediter

Clerk-Stenographer

Data Processing Systems Clerk

Project Clerk

Secretary

Stockroom/Receiving Clerk

LEVEL III:

Classification includea:

Team Coordinator

8.2 STARTING SALARIES

Effective July 1, 1985, minimum starting salary is \$12,120, Level I Classification.

Effective July 1, 1986, minimum starting salary is \$13,099, Level I Classification.

Level II Classification shall receive an additional \$300 salary factor.

Level III Classification shall receive an additional \$600 salary factor.

The night shift differential for clerical personnel scheduled on a regular basis beyond 5:00 p.m. shall receive a pro-rata share of \$315 for hours beyond 5:00 p.m.

8.3 VACANCIES

If a job opening occurs in a Level II or Level III classification within the bargaining unit, then the appointment shall be given to the most senior employee who bids, if such senior employee meets established qualifications for the vacant position.

If a Level II or Level III employee wishes to bid for a lower (Level I) vacancy then such employee shall be given that position at the appropriate rate for that level (if qualified) prior to appointing new hires.

8.4 JOB DESCRIPTIONS

A. Job duties and job classifications will be established by management.

B. Any new or revised job description will be presented to the Union five (5) working days before they are made effective.

C. Changes in terms and conditions of employment or establishment of new or additional functions shall be first negotiated with the Union in accordance with Chapter 123, P.L. 1974.

8.5 NEW EMPLOYEES

New employees will be hired at the minimum salary in the given classification for a probationary period of 90 days.

8.6 TEMPORARY EMPLOYEES

A temporary employee will be considered to achieve probationary status after thirty (30) consecutive work days and will be eligible for Union membership under the terms of this Agreement.

ARTICLE IX

AGREEMENT TERMS

9.1 SCOPE OF AGREEMENT

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.


9.2 TERM AND NOTICE

A. This Agreement shall be effective for the period July 1, 1985 through June 30, 1987. Between April 1, 1987 and April 15, 1987 either party may give written notice to the other of its intention to terminate, modify, or supplement this Agreement. Such negotiations for a subsequent Agreement shall commence no later than fifteen (15) calendar days thereafter.

BOARD OF TRUSTEES

INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO


by 
Chairperson, Board of Trustees

by 
International Representative,
IUE, AFL-CIO

by 
Secretary, Board of Trustees

by 
for Local 442 President

DATED Oct. 27, 1985

by 
for Local 442, IUE, AFL-CIO

APPENDIX I

CHECKOFF AUTHORIZATION

IUE LOCAL 442

TO: GLOUCESTER COUNTY COLLEGE, Sewell, New Jersey
(Name of College and Location) (Effective Date)

I authorize and direct that you checkoff from my first pay of each month an amount equal to IUE Local 442 membership dues, including initiation fee (if payable) and to promptly remit same to Local 442, International Union of Electrical Workers (Affiliated with the AFL-CIO).

This checkoff is valid and is not revocable until:

- A. The expiration of contract; or
- B. One year from signature.

Revocation shall be in effect only if I give you and Local 442, International Union of Electrical, Radio and Machine Workers written notice by individual certified mail, return receipt requested.

Date

Signature

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